



New Jersey Office of the Attorney General

Division of Consumer Affairs

P.O. Box 45025

Newark, New Jersey 07101

(973) 504-6200

(800) 242-5846

E-mail: AskConsumerAffairs@lps.state.nj.us

**KNOW YOUR RIGHTS -- A STATEMENT CONCERNING THE NEW JERSEY LAW
GOVERNING THE SALE OF DOGS AND CATS**

The sale of dogs and cats is subject to the regulations of the New Jersey Division of Consumer Affairs. In the event that your animal becomes sick or dies and a licensed veterinarian certifies your animal to be unfit for purchase due to a non-congenital cause or condition within 14 days following delivery of your animal, or within 180 days (six months) following delivery of your animal in the case of a congenital or hereditary cause or condition, you may:

1. Return your animal and receive a refund of the purchase price including sales tax; OR
2. Keep your animal and attempt to cure it; OR
3. Return your animal and receive an animal (of equivalent value) of your choice.

If you choose to return the animal, you, as the consumer, have the right to receive a refund of the purchase price including sales tax or you may exchange the animal for one of your choice as long as it is of equivalent value. Additionally, you are entitled to veterinary fees incurred prior to receipt of the veterinary certification which were related to the condition rendering the animal unfit for sale. Reimbursements for veterinarian fees are limited to twice the amount of the purchase price including sales tax.

In the event that you choose to keep the animal, you, as the consumer, are entitled to reimbursement for veterinary fees, including future fees, limited to twice the purchase price of the animal, including sales tax, which were related to the condition rendering the animal unfit for sale.

In the event of your animal's death within 14 days of its delivery due to a non-congenital cause or condition, or within six months after delivery due to a congenital or hereditary cause or condition, except when death occurs by accident or as a result of injuries sustained after delivery, you may choose to receive either a full refund of the purchase price, plus sales tax, or an animal of equivalent value. In addition, you are entitled to veterinary fees which shall not exceed twice the purchase price including sales tax.

In order to exercise these rights, you must present to the pet dealer or pet shop a written veterinary certification that the animal is unfit for purchase and an itemized bill of all veterinary fees incurred prior to your receipt of the certification. You must present the written veterinary certification and the veterinarian's bill to the pet dealer or pet shop no later than 14 days after you have received the certification of unfitness. In the event that the pet dealer or pet shop wishes to contest the certification or the bill, he/she may request a hearing at the Division of Consumer Affairs by notifying the Director and you in writing within five days. The pet dealer or pet shop may require your dog or cat to be examined by a licensed veterinarian of the dealer's choice at a mutually convenient time and place. If the pet dealer or pet shop does not contest the matter, he/she must make the refund, replacement of the animal and/or reimbursement of the veterinary fees not later than 10 days after receiving the veterinary certification.

If the pet dealer has promised to register your animal with an animal pedigree registration organization or to provide the necessary papers and fails to do so within 120 days following the date of sale, you are entitled to return the animal and receive a full refund of the purchase price, plus sales tax, or to keep the animal and receive a refund of 75 percent of the purchase price plus sales tax. In the event you elect to keep the animal and the dealer provides the 75 percent refund, the dealer is no longer obligated to register the animal or to provide the necessary papers to do so.

_____ Consumer's name (print)	_____ Consumer's signature	_____ Date
_____ Seller's name (print)	_____ Seller's signature	_____ Date

Print the name and address of the local health authority with jurisdiction over the pet shop or dealer:

(You are entitled to a copy of this form.)

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RE-EXAMINATION OF ANIMAL

To ensure that healthy animals are sold in this State, New Jersey law requires that a dog or cat be examined by a licensed New Jersey veterinarian prior to its sale by a pet dealer or the owner or operator of a pet shop and within 72 hours of the delivery of the dog or cat to a consumer who has purchased the animal where the initial examination took place more than 14 days prior to the date of purchase. A pet dealer or owner or operator of a pet shop need not have the animal re-examined if you, the consumer, decide that you do not want such a re-examination performed.

If you do not want a re-examination performed, please indicate your decision below.

WAIVER OF RE-EXAMINATION

I understand that I have the right to have my animal re-examined within 72 hours of its delivery to me. I do not want to have such a re-examination performed.

Consumer's name (print)

Consumer's signature

Date

Seller's name (print)

Seller's signature

Date

(You are entitled to a copy of this form.)

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VETERINARY CERTIFICATION OF UNFITNESS

Date of certification: _____

Animal's name: _____

Owner's name: _____

Owner's address: _____

Animal: Species _____ Breed _____

Color: _____ Sex: _____ Age: _____

Date(s) and findings of examination(s): _____

For the reason(s) given above, I hereby certify this animal to be unfit for purchase.

Attached to this certification is an itemized statement of the veterinary fees incurred as of this date.
(Please check one)

☐ It is estimated that it will cost \$_____ to cure or attempt to cure this animal.

☐ Animal's date of death _____. Probable cause of death _____.

Name of veterinarian (please print)

Signature of veterinarian

Address of veterinarian

Date

NOTE: Upon receipt of this certification from the veterinarian, the consumer may report the sickness or death of the animal and the pet shop where the animal was purchased to the local health authority with jurisdiction over the municipality where the pet shop is located, and to the Director of the Division of Consumer Affairs in the Department of Law and Public Safety. The consumer shall provide a copy of this certification with any such report. The Director shall forward to the appropriate local health authority a copy of any such report the Division receives. The local health authority shall record the report and retain the records of any such report and documentation submitted by a consumer.

UNFITNESS OF ANIMAL – ELECTION OF OPTION

I understand that, upon delivery of my veterinarian's certification of unfitness, I have the right to elect one of the following options. I am aware of the options and I understand each of them. I have checked off my selection below.

For a live animal, select one of the three following options:

- ☐ 1. Return of the animal and a refund of the purchase price, including sales tax, plus reimbursement of the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. Reimbursement for veterinarian's fees shall not exceed twice the purchase price including sales tax.

Example:

Purchase price plus sales tax \$500
Vet fees \$1,500
Consumer returns the animal and receives \$1,500

- ☐ 2. Retention of the animal and reimbursement for the veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness, plus the future cost to be incurred in curing or attempting to cure my animal. Reimbursement for veterinarian's fees shall not exceed twice the purchase price including sales tax.

Example:

Purchase price plus sales tax \$500
Vet fees \$1,500
Consumer retains the animal and receives \$1,000

- ☐ 3. Return of the animal and receive an animal of my choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to the date I received my veterinarian's certification of unfitness. Reimbursement for veterinarian's fees shall not exceed twice the purchase price including sales tax.

Example:

Purchase price plus sales tax \$500
Vet fees \$1,500
Consumer exchanges animal for one of equivalent value and receives \$1,000

For a deceased animal, select one of the two following options:

- ☐ 1. Refund of the purchase price, including sales tax, of the animal plus reimbursement of the veterinary fees incurred prior to the death of the animal. Reimbursement for veterinarian's fees shall not exceed twice the purchase price including sales tax.

Example:

Purchase price plus sales tax \$500
Vet fees \$1,500
Consumer receives \$1,500

- ☐ 2. Receive an animal of my choice, of equivalent value, plus reimbursement of veterinary fees incurred prior to the death of the animal. Reimbursement for veterinarian's fees shall not exceed twice the purchase price including sales tax.

Example:

Purchase price plus sales tax \$500

Vet fees \$1,500

Consumer receives an animal of equivalent value and receives \$1,000

Consumer's name (print)

Consumer's signature

Date

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